

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

STANADYNE LLC, et al.¹

Debtors.

Chapter 11

Case No. 23-10207 (TMH)

(Jointly Administered)

Ref. Docket Nos. 486 & 550

NOTICE OF FILING OF AMENDMENT TO PURCHASE AND SALE AGREEMENT

PLEASE TAKE NOTICE that on August 2, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Abandon or, Alternatively Sell the Windsor Property and (II) for Related Relief* [Docket No. 486] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that on September 5, 2023, the Debtors filed the *Supplement to Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Abandon or, Alternatively Sell the Windsor Property and (II) for Related Relief* [Docket No. 550] (the “Supplement”).² Attached as Exhibit A to the Supplement was the Purchase and Sale Agreement (the “Purchase Agreement”).

PLEASE TAKE FURTHER NOTICE that the Debtors and the Buyer have since amended the Purchase Agreement. Attached hereto as Exhibit A is the First Amendment to Purchase and Sale Agreement (the “Amendment”). The Debtors intend to seek approval of the Purchase Agreement, as amended by the Amendment, at the hearing scheduled on September 26, 2023 at 1:00 p.m. (ET).

¹ The debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Stanadyne LLC (0378); Pure Power Technologies, Inc. (5202); Stanadyne PPT Holdings, Inc. (2594); and Stanadyne PPT Group Holdings, Inc. (1734). The Debtors’ headquarters are located at 405 White Street, Jacksonville, North Carolina 28546.

² Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Motion or Supplement, as applicable.

Dated: September 25, 2023
Wilmington, Delaware

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

/s/ Ashley E. Jacobs

Michael R. Nestor (DE Bar No. 3526)
Andrew L. Magaziner (DE Bar No. 5426)
Ashley E. Jacobs (DE Bar No. 5635)
1000 North King Street
Rodney Square
Wilmington, Delaware 19801-6108
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
amagaziner@ycst.com
ajacobs@ycst.com

-and-

Kathryn A. Coleman
Christopher Gartman
Jeffrey S. Margolin
HUGHES HUBBARD & REED LLP
One Battery Park Plaza
New York, NY 10004-1482
Telephone: (212) 837-6000
Facsimile: (212) 422-4726
Email: katie.coleman@hugheshubbard.com
chris.gartman@hugheshubbard.com
jeff.margolin@hugheshubbard.com

Counsel for the Debtors

EXHIBIT A

Amendment

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made and entered into as of September 22, 2023 (the “**Effective Date**”), by and between INDUSTRIAL REALTY GROUP, LLC, a Nevada limited liability company (“**Buyer**”), and Stanadyne LLC, a Delaware limited liability company (“**Seller**”).

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated effective August 28, 2023 (the “**Original Agreement**”, and together with this Amendment, the “**Purchase Agreement**”) for the purchase of that certain property consisting of approximately 52.71 acres of real property improved with one or more buildings containing warehouse/industrial/office space located at 90-92 Deerfield Road, Windsor, Connecticut 06095. Capitalized terms used in this Amendment and not otherwise defined will have the meanings defined in the Original Agreement.

B. Seller and Buyer hereby desire to amend the Purchase Agreement pursuant to the terms of this Amendment.

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Purchase Agreement as follows:

1. **Direct Deed.** Pursuant to Paragraph 19.C. of the Original Agreement, Buyer intends to assign, by separate assignment, its rights and obligations under the Purchase Agreement to its affiliate, Windsor Deerfield, LLC, a Delaware limited liability company (“**Affiliated Buyer**”). At Closing, Seller agrees to deliver the duly executed and acknowledged deed conveying the ownership interests in the Property directly to Affiliated Buyer.

2. **Environmental Indemnity.** Seller agrees to assign to Affiliated Buyer, or an affiliate thereof, that certain Stock Purchase Agreement by and among SAC, Inc., Stanadyne Automotive Holding Corp., and Metromedia Company dated November 7, 1997, and any amendments or modifications related thereto (collectively, “**Assigned Contract**”) to the extent such assignment to Buyer is approved by the Court, and in such case such Buyer shall take assignment of the Assigned Contract as of the Closing Date. For the avoidance of doubt, the failure of the Assigned Contract to be assigned to Buyer shall not serve as a basis for Buyer to terminate the Purchase Agreement or fail to close the sale on the Closing Date.

3. **Purchase Price.** The purchase price shall be Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the “**Purchase Price**”).

4. **Conditional Acceptance of Property.** Subject only to Buyer’s Investment Committee approval, which may be granted or denied in its sole discretion, Buyer has determined that the Property is acceptable to Buyer, and this Amendment shall constitute Buyer’s conditional Acceptance Notice pursuant to Paragraph 5(B). of the Purchase Agreement. Buyer shall notify Seller no later than 5:00 p.m. Pacific Time on Wednesday, September 27, 2023 whether its Investment Committee has (a) approved the transaction, in which case Buyer shall be obligated to

close the transaction on the Closing Date, or (b) disapproved the transaction, in which case the obligation of Seller to sell and Buyer to buy the Property shall automatically terminate.

5. **Closing Date**. The Closing Date shall be Friday, September 29, 2023 (the “**Closing Date**”).

6. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Amendment attached thereto.

7. **Ratification**. Purchaser and Seller hereby ratify and confirm all of their obligations under the Purchase Agreement. Except as set forth in this Amendment, all of the terms and provisions of the Purchase Agreement shall remain unmodified and in full force and effect.

8. **Electronic Signatures**. Purchaser and Seller each (i) have agreed to permit the use of telecopy or other electronic signatures in order to expedite the execution of this Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Amendment based on the fact that a signature was sent by telecopy or electronic transmission only.

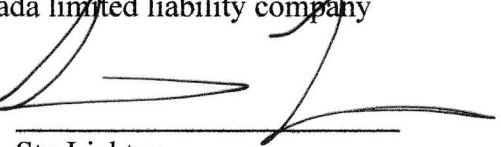
***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW ON NEXT PAGE]***

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year hereinabove written.

BUYER:

INDUSTRIAL REALTY GROUP, LLC,
a Nevada limited liability company

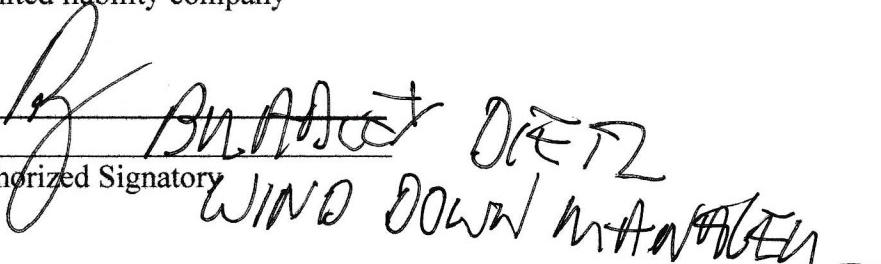
By:


Stu Lichter
President

SELLER:

STANADYNE LLC,
a Delaware limited liability company

By:


Name: Brian A. Dett
Its Authorized Signatory